



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-13-0003**

OFFERS ARE SOLICITED FOR: **Beus Research Site Furnace Replacement – Intermountain Region**
This project is set aside 100% for small business

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1442 – SOLICITATION, OFFER AND AWARD FOR CONSTRUCTION (Complete, Date, and Sign)
2. Section B – SCHEDULE OF ITEMS (Complete Unit Price and Amount)
3. EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
4. REPRESENTATIONS AND CERTIFICATIONS
5. AGAR ADVISORY

It is **required** that you write the solicitation number on the outside of your envelope or fax coversheet.

Return to:

USFS - Region 4 - Utah Acquisition Support Center
ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-13-0003

Please keep a copy of your quote for your records.

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED AND VALID IN THE SYSTEM FOR AWARD MANAGEMENT – SAMS - DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. THE WEBSITE IS WWW.ACQUISITION.GOV.

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE REGION 4 CONTRACTING WEBSITE ([HTTP://WWW.FS.USDA.GOV/GOTO/UASC/CONTRACTING](http://WWW.FS.USDA.GOV/GOTO/UASC/CONTRACTING)) UNDER CURRENT RFQ LISTING. NO PAPER SOLICITATIONS SHALL BE ISSUED. IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE FBO WEBSITE.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-13-0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11/01/2012	PAGE OF PAGES 2 of XX

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 617894	6. PROJECT NO.
7. ISSUED BY FS-Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119	CODE	8. ADDRESS OFFER TO FS-Utah Acquisition Support Center ATTN: Tamera Draper 2222 West 2300 South Salt Lake City, UT 84119
9. FOR INFORMATION CALL: ➔	A. NAME Tamera Draper	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 801.975.3370

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):*******BEUS RESEARCH SITE FURNACE REPLACEMENT (Intermountain Region)*********Section C – Description/Specifications/Statement of Work****Section J – Attachments****FAR 36.204 Disclosure of the magnitude of construction projects.**

This project is estimated to be in the following price range: Less than \$25,000.00

Quotes due November 13, 2012 by 4:00 p.m. Local Time.**Offerors may be mailed/delivered to the address in Box 8 or faxed to 801.975.3483, ATTN: Tamera Draper.****This Solicitation has been set aside 100% for Small Business.**

11. The Contractor shall begin performance within 5 calendar days and complete it within 30 calendar days (for base) after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. (See 15.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Not required for this project	12B. CALENDAR DAYS N/A

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed, original offers are due at the place specified in Item 8 by **4:00 p.m. local time on November 13, 2012**. Sealed envelopes containing offers shall be marked showing the offeror's name, address, solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 15 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

1. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

84N8

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this



29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

SECTION B - Supplies or Services and Prices/Costs Schedule of Items

SCHEDULE OF ITEMS BEUS RESEARCH SITE FURNACE REPLACEMENT						
Item Number	Description	Method of Measurement	Unit	Quantity	Price	Total
Base Bid						
0001	Demolition and Disposal of Existing Furnace, including Cleanup	LSQ	LS	1		
0002	Provide new Furnace and all required Installation	LSQ	LS	1		
Total Base						

B.1 PROJECT LOCATION

The project is located at the Beus Research Office, located at 4746 South 1900 East, Ogden, UT 84403.

B.2 INSPECTION OF WORKSITE

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

B.3 PRE-BID SITE VISIT

A Pre-bid Site Visit is not scheduled for this project. Offerors interested in viewing the site should contact Steve Munson at 801.476.9728 and schedule a tour of the project area.

B.4 START DATE and CONTRACT TIME

The anticipated start date will be 5 days after notice to proceed with 30 calendar days to finish contract performance.

B.5 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS. (FAR 36.204)

The Government Estimate for this Construction Project is: Less and \$25,000.00.

Name of Company (please print):_____

Signature of Company Agent:_____

Date:_____

DUNs Number:_____

Tax Identification Number:_____

EXPERIENCE & EQUIPMENT QUESTIONNAIRE**1. Contractor Name, Address, & Telephone Number****EXPERIENCE****3. How many years does your business have in the line of work contemplated by this solicitation?****4. How many years' experience in contracting has your business had as a:**
(a) Prime Contractor_____ (b) Sub-contractor _____
Is this time concurrent? [] YES [] NO**5a. List Below all construction projects (*heating system installation*) your business has completed within the last three (3) years:**

Contract Amount	Type of Project	Date Completed	Name, Address & Telephone Number of Owner/Person to Contact for Information

5b. List below the Projects that are incomplete:

Contract No.	Dollar Amount of Award	Name, Address & Phone No. of Agency Involved	Percent Completed	Dated Completed

6a. Have you ever Failed to Complete any work awarded to you? [] YES [] NO**6b. Has work ever been completed by performance bond? [] YES [] NO****6c. If "yes" to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)****EQUIPMENT****7. Number of employees available for this project:****a. Minimum No. of employees _____ & Maximum No. of employees _____****b. Are Employees regularly on your payroll? [] YES [] NO****8. Specify Equipment available for this project:****9. Estimated Rate of Progress (such as 2.0 acres/man/day):****Minimum Progress Rate: _____ & Maximum Progress Rate: _____****10. List Experience of Employees intended to be used on this project:**

Individual Name	Present Position	Years of Exp.	Magnitude & Type of Work

11. Did the offeror examine the area(s) for which this quote has been submitted? [] YES [] NO**Certification: I certify that all of the statements made by me are complete and correct to the best of my knowledge. That any persons named as references area authorized to furnish the Forest Service with information needed to verify my capability to perform this project.**_____
Signature_____
Date

SECTION C - Description/Specifications/Statement of Work**GENERAL SPECIFICATIONS
BEUS RESEARCH SITE FURNACE REPLACEMENT****C.1 SCOPE OF CONTRACT**

The purpose of this contract is to replace a furnace that is failing at the Beus Research Office in Ogden, Utah. The contractor shall disconnect ductwork, wiring and fuel supply lines and remove the existing furnace and necessary accessories in the basement of the two story office and dispose of the materials. The contractor shall provide a new furnace and accessories to replace the heating system and provide a functioning heating system. New PVC sealed combustion piping shall be supplied and installed. Provide and install all necessary cuts and escutcheons. The contractor shall install new ductwork and reuse existing duct branch-lines. The air cooled condensing unit will be reconnected to the new furnace. A new thermostat, capable of achieving nighttime set back will be provided and connected to new furnace and existing cooling systems. The existing electrical circuit and equipment for the condensing unit may be reused. Provide small pump to deliver condensate to appropriate drain location. The contractor shall extend the electrical and natural gas supply to the furnace location. All electrical work shall comply with the current edition of the National Electrical Code.

C.2 PROJECT LOCATION

The project is located at the Beus Research Office is located at 4746 S. 1900 E., Ogden UT 84403

C.3 SITE INFORMATION AND LIMITATIONS

The following site conditions are considered incidental to the contractor and the contractor will not be paid directly for any of the following items:

1. Construction sites will be occupied by the Forest Service during construction. The Contractor will be responsible for signing, limiting access, and safety of public and/or government employees in the area.
2. It is preferred that the replacement take place after hours or on a weekend to limit the discomfort experienced by occupants.
3. The Contractor is responsible for the security of the Contractor's equipment and materials.
4. Utilities are available at the site for construction purposes.

C.4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

No work that endangers, interferes, or conflicts with traffic or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR and Utah Department of Transportation. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

C.5 STAGING AND STORAGE AREAS

Areas for staging operations and storage of materials shall be approved by the COR.

C.6 INSPECTION OF WORKSITE

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions including unclassified material for excavation, that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledge in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government

C.7 START DATE

November 2012

C.8 CONTRACT TIME

Base: 30 Calendar Days

C.9 SPECIFICATIONS

Section 233113-Metal Ducts

Section 235400-Condensing Furnaces

C.10 STATEMENT OF WORK/SPECIFICATIONS. (452.211-72) (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

C.11 ATTACHMENTS TO STATEMENTS OF WORK/SPECIFICATIONS. (452.211-73) (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of Clause)

SECTION D - Packaging and Marking
(There are no statements under this section)

SECTION E - Inspection and Acceptance

E.1 CLAUSES INCORPORATED BY REFERENCE. (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

or

www.usda.gov/procurement/policy/agar.html

(End of clause)

E.2 INSPECTION OF CONSTRUCTION. (52.246-12) (APR 1996)

E.3 CONTRACTOR INSPECTION REQUIREMENTS. (52.246-1) (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

SECTION F - Deliveries or Performance

F.1 CLAUSES INCORPORATED BY REFERENCE. (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

or

www.usda.gov/procurement/policy/agar.html

(End of clause)

F.2 SUSPENSION OF WORK. (52.242-14) (APR 1984)

F.3 STOP-WORK ORDER. (52.242-15) (AUG 1989)

F.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract **within 10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use **not later than 30 calendar days**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.5 MAXIMUM WORKWEEK – CONSTRUCTION SCHEDULE. (452.236-75) (NOV 1996)

Within 5 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The **maximum workweek that will be approved is to be negotiated between the Contracting Officer and Contractor.**

(End of clause)

SECTION G - Contract Administration Data

G.1 CONTRACTING OFFICE

The Utah Acquisition Support Center of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number. Communications shall be directed to:

Contracting Officer, USDA-FS
Utah Acquisition Support Center
2222 West 2300 South, 2nd Floor
Salt Lake City, UT 84119

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The awarded contract will have a Contracting Officer's Representative (COR) designated by appointment letter.

G.3 SUBCONTRACTS

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer.

G.4 INVOICES

The vendor will provide an invoice for payment. Each invoice will contain the following information:

1. Name of Contractor
2. Contractor Address
3. Contractor Phone Number
4. Contract Number
5. Date of Delivery or Receipt
6. Itemized List of Supplies or Services Furnished
7. Quantity, Unit Price, and Applicable Discounts
8. Signature of Person Receiving Supplies or Services

An invoice shall be submitted stating total dollar value, supported by receipt copies. The information will be the responsibility of the contractor. Failure to provide this information will result in delayed payment.

G.5 GOVERNMENT-FURNISHED MATERIALS/EQUIPMENT

In the normal course of performance of the resulting contract, Government Furnished Materials (GFM) will not be furnished to the Contractor. However, the Government reserves the right to provide GFM. The Contractor shall follow the instructions of the Contracting Officer's Representative (COR) regarding the disposition of all Government-furnished material and/or property not consumed in performance of the Award. The location (as well as the type, quantity, and description) of GFM will be identified in the Award.

Contractor Transporting: The Contractor, with its own resources, and at no cost to the Government, shall transport all GFM, if any, described on the Award from the Government storage area to the work site indicated in the Award.

Risk and Responsibility: Once accepted, the Contractor assumes the risk and responsibility for the loss or damage to any GFM.

G.6 POSTAWARD CONFERENCE. (452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled on a date and time that is agreeable with the Contractor, Contracting Officers Representative and the Contracting Officer.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 KEY PERSONNEL (452.237-74) (FEB 1988) (TAILORED)

(a) The Contractor shall assign to this contract the following key personnel: Site Superintendent

(b) The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 2calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 2 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

SECTION I - Contract Clauses

I.1 CLAUSES INCORPORATED BY REFERENCE. (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

or

www.usda.gov/procurement/policy/agar.html

(End of clause)

I.2 CONTRACT CLAUSES

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.204-7 Central Contractor Registration. (AUG 2012)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-6 Davis-Bacon Act. (JUL 2005)

52.222-7 Withholding of Funds. (FEB 1988)

52.222-8 Payrolls and Basic Records. (JUN 2010)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (JUL 2005)

52.222-12 Contract Termination - Debarment. (FEB 1988)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (FEB 1988)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)
- 52.232-18 Availability of Funds. (APR 1984)
- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
- 52.233-1 Disputes. (JUL 2002)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.236-2 Differing Site Conditions. (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)
- 52.236-5 Material and Workmanship. (APR 1984)
- 52.236-6 Superintendence by the Contractor. (APR 1984)
- 52.236-7 Permits and Responsibilities. (NOV 1991)
- 52.236-8 Other Contracts. (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
- 52.236-10 Operations and Storage Areas. (APR 1984)
- 52.236-11 Use and Possession Prior to Completion. (APR 1984)
- 52.236-12 Cleaning Up. (APR 1984)
- 52.236-13 Accident Prevention. (NOV 1991)
- 52.236-15 Schedules for Construction Contracts. (APR 1984)
- 52.236-17 Layout of Work. (APR 1984)
- 52.236-21 Specifications and Drawings for Construction. (FEB 1997) - Alternate I (APR 1984)
- 52.236-26 Preconstruction Conference. (FEB 1995)
- 52.243-1 Changes - Fixed-Price. (AUG 1987)
- 52.243-5 Changes and Changed Conditions. (APR 1984)
- 52.245-1 Government Property. (APR 2012)
- 52.246-21 Warranty of Construction. (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

452.236-72 Use of Premises. (NOV 1996)

452.236-73 Archaeological or Historic Sites. (FEB 1988)

452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)

452.236-76 Samples and Certificates. (FEB 1988)

452.236-77 Emergency Response. (NOV 1996)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

52.222-5 Davis-Bacon Act--Secondary Site of the Work. (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than--

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified

in this contract.

(d) The environmental point of contact for this contract is:

Shelley Hill-Worthen
Architect
324 25th Street, Suite 3124
Ogden, UT 84401
Phone: 801.625.5243

(End of clause)

52.225-9 Buy American Act - Construction Materials. (SEP 2010)

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

52.232-1 Payments. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

AGAR 409.471 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS *(Reference Appendix #1 for the certification required to be filled out by all offerors)*

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

(End of Clause)

SECTION J - List of Documents, Exhibits, and Other Attachments

Appendix #1	AGAR Advisory #104 (This form is to be filled out by the offering contractor and returned with the quote)	1 page
Appendix #2	Wage Determination General Decision Number: UT120060 09/21/2012 UT60	3 pages
Attachment #1	Specifications Section 233113 – Metal Ducts Section 235400 – Condensing Furnaces	5 pages 5 pages

SECTION K - Representations, Certifications, and Other Statements of Offerors**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (52.204-8) (MAY 2012)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220**.
- (2) The small business size standard is **\$14.0**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[](iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[](v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](vi) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

[](vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 BIOBASED PRODUCT CERTIFICATION. (52.223-1) (MAY 2012)

K.3 SIZE STANDARD AND NAICS CODE INFORMATION. (452.219-70) (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items

- NAICS Code **238220**

- Size Standard **\$14.0**

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

L.1 FACSIMILE PROPOSALS (52.215-5) (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **801.975.3483, ATTN: Tamera Draper.**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

L.2 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a Fixed Priced Construction contract resulting from this solicitation.

(End of provision)

L.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (52.222-23) (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: **5.1%**

Goals for Female Participation for Each Trade: **6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S.

Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Bues Research Office, located at 4746 South 1900 East, Ogden, UT 84403.

(End of provision)

L.4 INQUIRIES (452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

L.5 SUBMISSION OF PROPOSAL

Proposals must be received by November 13, 2012 at 4:00 p.m. (local time).

Proposals will be accepted via mail, fax or hand delivery. Each proposal must reference the solicitation number on the envelope or fax cover sheet, and be sent to the attention of Tamera Draper.

Return to: Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation Number: **AG-84N8-S-13-0003**
Fax to: 801.896.3483, ATTN: Tamera Draper

If any solicitation amendment creates ambiguities, it is the responsibility of the Offeror to seek clarification prior to submitting an offer.

L.6 INSTRUCTIONS TO OFFERORS

The following instructions establish the acceptable minimum requirements for the format and content of quotes. Offerors are advised to furnish all information in the sequence and format specified below.

Quotes will be evaluated in accordance with the evaluation factors set forth in Section M.

Contractors wishing to submit a quote must include the following:

- Section B – Schedule of Items
- Experience & Equipment Questionnaire
- Quote addressing Evaluation Factors (See Sections L and M)
- AGAR 104 Certification
- Signed Amendments issued prior to close of the solicitation

The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

Technical Proposal:

1. Technical Ability:
 - a. Description of technical capability offered and experience performing similar projects
 - b. List of Contractor's equipment to be used on this type of project and the contractor's equipment availability to dedicate to project
 - c. List of Key Personnel (See Section H) dedicated to this project and description of their technical abilities, training, experience and education
2. Past Performance:

Submit a List of References (minimum of 3) for recent/current projects similar to this project who can confirm Contractor's past performance standards, including but not limited to Contractor's relationships and cooperation with

customers, information on problems encountered during performance, and offeror's corrective solutions to those problems.

Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation
Past Performance Evaluation Rating	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offerors performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Cost/Pricing Instructions:

Pricing must be submitted separate from the Technical Proposal.

SECTION M – Evaluation Factors for Award**M.1 AWARD DETERMINATION (Best Value vs. LPTA)**

An award will be made to the lowest-priced technically acceptable offeror. Quotes will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor/subfactor.

M.2 EVALUATION FACTORS

The following factors and subfactors determine technical acceptability:

1. Technical Ability:

- a. Subfactor A: Contractor possesses the capability and experience to perform the work required.

In order to receive a rating of “acceptable” for this subfactor, proposal must, at a minimum, demonstrate adequate technical capability and necessary experience to accomplish the work.

Subfactor B: Contractor’s equipment is capable of performing the work required and is dedicated to the project.

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum, demonstrate that they have adequate equipment capable to perform required effort tasks for completion of the contract.

Subfactor C: Key Personnel identified are dedicated to the project and possess the capability to perform the work required in the solicitation.

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum, provide resumes for all Key Personnel (See Section H) indicating at least 3 (three) years’ experience in current role on same/similar projects.

2. Past Performance: Contractor has positive past performance

In order to receive a rating of “acceptable” for this factor, offeror must, at a minimum:

- Submit references from past projects as listed above
- Provide past experience on similar type projects
- The past experience should indicate successes of the contractor in completing similar type work projects

The Government considers “recent” present/past performance to be within the past 3 (three) years.

The Government considers “Relevant” present/past performance to be present/past performance effort that involved similar scope and magnitude of effort and complexities as this solicitation requires.

The Government may also use past performance information obtained from other than the sources identified by the offeror.

Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

NOTE: In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following:

Contractor’s Name

Phone Number

Relevant Work Required In This Solicitation

3. Price

Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors

Appendix #1

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction

(Contractor is required to fill this form out and return along with any quote submitted for this solicitation)

Alternate 1 (Feb 2012). The Contracting Officer shall use this alternate for all **Forest Service** solicitations above the micro-purchase threshold:

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

APPENDIX #2**WAGE DETERMINATION UT120060**

General Decision Number: UT120060 09/21/2012 UT60

Superseded General Decision Number: UT20100090

State: Utah

Construction Type: Residential

County: Weber County in Utah.

Modification Number	Publication Date
0	01/06/2012
1	06/08/2012
2	08/03/2012
3	09/21/2012

ENGI0003-052 07/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
(1) Mechanic.....	\$ 27.35	14.41
(2a) Blade/Grader.....	\$ 25.69	14.41
(3) Backhoe/Excavator, Front End Loader (Over 5 cu. yds.).....	\$ 25.17	14.41
(4) Asphalt Paver, Backhoe Loader Combo, Bulldozer, Front End Loader (2 to 5 cu. yds.), Oil Distributor.....	\$ 24.17	14.41
(5) Asphalt Roller, Front End Loader (Under 2 cu. yds.)..	\$ 23.17	14.41
(6) Screed.....	\$ 22.21	14.41
(7) Roller (Dirt and Grade Compaction).....	\$ 21.30	14.41

LABO0295-027 07/01/2008

	Rates	Fringes
LABORER		
Common or General, Chain/Concrete Saw, Jackhammer and Vibrator.....	\$ 16.15	4.45

* PLUM0140-015 08/01/2012

	Rates	Fringes
PLUMBER.....	\$ 25.22	9.10

SUUT2008-054 08/28/2008

	Rates	Fringes
BRICKLAYER.....	\$ 17.41	0.00
CARPENTER, Includes Vinyl Siding Installation.....	\$ 13.80	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	1.40
ELECTRICIAN.....	\$ 15.65	1.98
LABORER: Asphalt Shoveler.....	\$ 12.95	0.00
LABORER: Landscape.....	\$ 10.00	0.19
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.87	0.00
LABORER: Mason Tender (Brick and Hod).....	\$ 12.00	0.00
OPERATOR: Trackhoe.....	\$ 16.14	0.00
PAINTER: Brush, Roller and Spray.....	\$ 17.50	0.86
ROOFER.....	\$ 17.14	0.00
SHEET METAL WORKER.....	\$ 16.00	0.00
SPRINKLER FITTER.....	\$ 15.00	0.00

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	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 21.18	10.93
TRUCK DRIVER (Concrete Pumping).....	\$ 18.84	10.93

TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 18.61	10.93
8 cu. yds. to less than 14 cu. yds.....	\$ 18.76	10.93
14 cu. yds. to less than 35 cu. yds.....	\$ 18.91	10.93
35 cu. yds. to less than 55 cu. yds.....	\$ 19.11	10.93
55 cu. yds. to less than 75 cu. yds.....	\$ 19.31	10.93
75 cu. yds. to less than 95 cu. yds.....	\$ 19.51	10.93
95 cu. yds. to less than 105 cu. yds.....	\$ 19.71	10.93
105 cu. yds. to less than 130 cu. yds.....	\$ 19.83	10.93
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 18.51	10.93
10 tons to less than 15 tons.....	\$ 18.66	10.93
15 tons to less than 20 tons.....	\$ 18.76	10.93
20 tons and over.....	\$ 18.91	10.93
Pickup Truck.....	\$ 18.44	10.93
TRUCK DRIVER (Lowboy).....	\$ 21.68	10.93
TRUCK DRIVER (Oil Spreader).....	\$ 19.31	10.93
TRUCK DRIVER (Tiremen and Greaser).....	\$ 19.01	10.93
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 18.84	10.93
Over 8 cu. yds. to 14 cu. yds.....	\$ 18.94	10.93
TRUCK DRIVER (Water, Fuel & Oil Tank) less than 1,200 gal....		
1,200 gal. to less than 2,500 gal.....	\$ 18.61	10.93
2,500 gal. to less than 4,000 gal.....	\$ 18.76	10.93
4,000 gal. to less than 6,000 gal.....	\$ 19.06	10.93
6,000 gal. to less than 10,000 gal.....	\$ 19.31	10.93
10,000 gal. to less than 15,000 gal.....	\$ 19.56	10.93
15,000 gal. to less than 20,000 gal.....	\$ 19.81	10.93
20,000 gal. to less than 25,000 gal.....	\$ 20.16	10.93
25,000 gal. and over.....	\$ 20.31	10.93

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION